



101326388

Tab settings

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To the Honorable Commissioner of Patents a. 101326388 b. attached original documents or copy thereof.

1. Name of conveying party(ies):

Virginia Technical Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: January 10, 2000

2. Name and address of receiving party(ies):

Name: Pro Products, LLC

Internal Address:

Street Address: 1515 Dividend Road

City: Fort Wayne State: IN ZIP: 46808

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Indiana Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

OPR FINANCE
MAR 17 AM 11:45

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,230,862 1,742,653

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas A. Adams

Internal Address: Suite 800

Street Address: 111 East Wayne Street

City: Fort Wayne State: IN ZIP: 46802

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed Check # 046279
- Authorized to be charged to deposit account

8. Deposit account number:

Any additional fees Baker & Daniels - 02-0385

04/20/2000 JSHABAZZ 00000123 223086P

DO NOT USE THIS SPACE

01 FC:481 40.00 IP
02 FC:482 25.00 IP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Thomas A. Adams
Name of Person Signing

Signature

March 13, 2000
Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

SCHEDULE A

<u>MARK</u>	<u>U.S. REG. NO.</u>	<u>REG. DATE</u>	<u>GOODS/SERVICES</u>
SOFNER KLEAR	2,230,862	March 9, 1999	all purpose cleaning preparation for removing rust and iron stains and for cleaning water softening systems and other such devices using ion exchange resins
RED-B-GONE	1,742,653	December 29, 1992	rust and stain removing preparations
RED-B-GONE (and design)	none (common law only)	n/a	rust and stain removing preparations

ASSIGNMENT OF MARKS

WHEREAS, VIRGINIA TECHNICAL PRODUCTS, INC., a Virginia corporation (hereinafter "Assignor"), has adopted, owns, has continuously used, and is using certain trademarks, trade names, trade dress and service marks, including but not limited to those shown on the attached Schedule A that is hereby incorporated herein (hereinafter collectively the "Marks"), in connection with its goods and services; and

WHEREAS, Assignor owns a current and valid federal registration for certain of the Marks upon the Principal Register of the United States Patent and Trademark Office as identified and described in the attached Schedule A (hereinafter the "Registrations"); and

WHEREAS, PRO PRODUCTS, LLC, an Indiana limited liability company (hereinafter "Assignee"), is desirous of acquiring said Marks, together with the goodwill of the business symbolized by said Marks and the Registrations and any other state, federal, or foreign registrations of the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all its right, title and interest in and to the Marks and any registrations of such Marks, together with the goodwill of the business symbolized by said Marks and any right to sue and recover for any past infringements of the Marks. Assignor further agrees to execute any documents and provide any assistance reasonably requested by Assignee to effectuate such assignment, to obtain domestic or foreign registrations of the Marks, or to sue and recover for any past infringements of the Marks. Assignor further represents and warrants that it is now using and has continuously used in commerce the Marks in connection with its goods and services and Assignor is not aware of any claim of infringement, dilution, or violation of other right based upon its use of the Marks.

This Assignment is effective as of the 10th day of January, 2000.

VIRGINIA TECHNICAL PRODUCTS, INC.

By: Martin D. Waits
Martin D. Waits, President

STATE OF VIRGINIA)
) SS:
CITY OF Norfolk)

Before me, the undersigned, a Notary Public in and for said City and State, this 10th day of January, 2000, personally appeared Martin D. Waits, known to me to be the President of Virginia Technical Products, Inc, a Virginia corporation, and acknowledged the execution of the above and foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal.

Stephen W. Brewer
STEPHEN W. BREWER, Notary Public

My Commission Expires:
5/31/2001